

**AMENDMENT NO. 1
TO THE AGREEMENT BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
BAY CITY BOILER & ENGINEERING CO., INC.**

This agreement ("Amendment No. 1") is made and entered into on this ____ day of _____, 2008, ("Effective Date") by and between the City of Santa Clara, California, a chartered California municipal corporation, with its principal place of business located at 1500 Warburton Avenue, Santa Clara, California 95050 ("City") and Bay City Boiler & Engineering Co., Inc. a California corporation with its principal place of business located at 915 Linden Ave, South San Francisco, CA 94080 ("Contractor"). Contractor and City may be referred to herein individually as a "Party" or collectively as the "Parties" or the "Parties to this Amendment No. 1."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for Services by and Between the City of Santa Clara, California and Bay City Boiler & Engineering Co., Inc.", dated March 18, 2008 (the "Original Agreement"); and
- B. The Parties entered into the Original Agreement for the purpose of having Contractor provide high pressure steam maintenance.

In consideration of the above Recitals and the following mutual covenants and obligations, the Parties agree as follows:

AGREEMENT PROVISIONS

1. That Exhibit B of the Original Agreement, entitled "Schedule of Fees" is hereby amended to read as follows: In no event shall the amount billed to City by Contractor for Services under this Agreement exceed two hundred thousand (\$200,000.00) dollars, subject to budget appropriations.
2. That paragraph number 6 of the Original Agreement shall be amended by deleting this section in its entirety and replacing it with the following: Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate at the end of the day two (2) years from the effective date.

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3. All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No. 1 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Amendment No. 1 shall become operative on the Effective Date first set forth above.

**CITY OF SANTA CLARA, CALIFORNIA,
a chartered California municipal corporation**

APPROVED AS TO FORM:

HELENE L. LEICHTER
City Attorney

JENNIFER SPARACINO
City Manager

ATTEST:

ROD DIRIDON, JR.
City Clerk

1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Facsimile: (408) 241-6771

"City"

**BAY CITY BOILER & ENGINEERING CO., INC.
a California corporation**

By:


BOB ELLERY

Title: President

Address: 915 Linden Avenue
South San Francisco, CA 94080

Telephone: (650) 873-6860

Facsimile: (650) 871-1849

"Contractor"